UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

In Re:

Amare Gurmu Solomon,
Debtor. BKY 12-33993

Amare Gurmu Solomon, ADV

Plaintiff,

vs. **ADVERSARY COMPLAINT**

Academic Funding Group,
Student Loan Finance Corporation,
Capital One Bank (USA), N.A. and
Sunrise Credit Services, Inc.,

Defendants.

AMARE GURMU SOLOMON, for his Complaint against the Defendants Academic Funding Group, Student Loan Finance Corporation, Capital One Bank (USA), N.A., and Sunrise Credit Services, Inc. states and alleges as follows:

1. This is an action to determine whether the claim or claims against Plaintiff held by one or more of the Defendants is/are dischargeable under 11 *U.S.C.* §523(a)(8).

2. Debtor filed his Chapter 7 case on July 4, 2012.

3. Upon information and belief, Defendants claim or claimed to be holder or servicer of three student loans owed by Samuel A. Bankole. These

loans were originally in the amounts of $11,000, $4,500 and $2,500. The total amount owed by Mr. Bankole on these loans is estimated to be $27,000. These loans are identified with Plaintiff's account numbers beginning with 2143 and 1468.

4. Plaintiff is alleged to have executed a guaranty or guaranties of the three obligations of Mr. Bankole identified in the preceding paragraph.

5. In fact, Plaintiff did not execute a guaranty or guaranties of the three obligations of Mr. Bankole identified above.

6. The guaranty or guaranties alleged to have been executed by Plaintiff would not constitute an "educational loan" under 11 *U.S.C.* §523(a)(8) even if they were executed by him.

7. The claim of Defendants based on the aforesaid guaranty(ies) was reported on Schedule F and Schedule H of Plaintiff's Chapter 7 bankruptcy, which was filed on July 4, 2012. Schedule F was amended on October 1, 2012 to reflect the disputed nature of the alleged debt.

8. Plaintiff did not realize any benefit, educational or financial, from his execution of any loan guaranty.

9. Plaintiff did not use, control or in any sense benefit from any funds or benefits disbursed incident to the loans by Mr. Bankole.

10. There was no consideration for Plaintiff's purported obligation as a cosigner and the documents purported to have been executed by him do not express any consideration.

11. Upon information and belief, Mr. Bankole has not made all the payments owed when due on the loans identified in paragraph 3 and all or part of the loans owed by Mr. Bankole are now in default.

12. As a consequence of the foregoing, the obligation of Plaintiff on the aforesaid purported guaranty or guaranties is dischargeable in his Chapter 7 case since it is not excepted from discharge under 11 *U.S.C.* §523.

13. This Court has jurisdiction over this proceeding under 28 *U.S.C.* §1334(a) and 28 *U.S.C.* §157(a).

14. This is a core proceeding pursuant to 28 *U.S.C.* §157(b)(2).

15. This case is properly venued in this Court under 28 *U.S.C.* §§1408-1409.

WHEREFORE, Debtor/Plaintiff requests that the Court grant him the following relief:

A. Declare that the claim or claims of Defendants against Plaintiff are not obligations of the type described in 11 *U.S.C.* §523(a)(8);

B. Determine that Plaintiff's obligation to the Defendants under the guaranty or guaranties executed by him are not excepted from discharge and are dischargeable under 11 *U.S.C.* §727;

C. Award Plaintiff his costs and disbursements against the Defendants;

D. Award Plaintiff such other and further relief as may be just and equitable.

Dated: October 1, 2012

TWIN CITY ATTORNEYS

/e/ James C. Whelpley

Attorneys for Debtor/Plaintiff
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Suite 202
Roseville, MN 55113
Telephone: (651) 639-0313

STATE OF MINNESOTA }
}ss.
COUNTY OF }

VERIFICATION

Amare Gurmu Solomon, being first duly sworn, on oath states that he knows the contents of the foregoing pleading, that the averments thereof are true of affiant's own knowledge, save as to such as are therein stated on information and belief, and that as to those the affiant believes them to be true.

____
Amare Gurmu Solomon

Subscribed and sworn to before me
this ____ day of October, 2012.

____
Notary Public

STATE OF MINNESOTA }
}ss.
COUNTY OF Ramsey }

VERIFICATION

Amare Gurmu Solomon, being first duly sworn, on oath states that he knows the contents of the foregoing pleading, that the averments thereof are true of affiant's own knowledge, save as to such as are therein stated on information and belief, and that as to those the affiant believes them to be true.

JAMES CARLYLE WHELPLEY
Notary Public-Minnesota
My Commission Expires Jan 31, 2015

Amare Gurmu Solomon

Subscribed and sworn to before me
this 1 day of October, 2012.

Notary Public